



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding MARTELLO REAL ESTATE
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes ERP FF

Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution, made on September 30, 2019 (the "Application"). The Tenant applied for an order requiring the Landlord make emergency repairs for health or safety reasons and for recovery of the filing fee, pursuant to the *Residential Tenancy Act*.

The Tenant attended the hearing and was accompanied by M.S., an advocate, and T.W., a witness. The Landlord was represented at the hearing by C.D., an agent. The Tenant, T.W., and C.D. provided affirmed testimony.

Settlement

The opportunity for settlement was discussed with the parties during the hearing. The parties were advised there is no obligation to resolve the dispute through settlement, but that I could assist the parties to reach an agreement, which would be documented in my Decision.

During the hearing, the parties agreed to settle this matter, in its entirety, as follows:

1. The Landlord acknowledges the presence of mold in the Tenant's rental unit and the Landlord's obligation to repair it.
2. The Landlord agrees to repair and remediate the mold in the Tenant's rental unit within 30 days after receipt of a permit from the city, which the Landlord anticipates will be received in November 2019.
3. The Landlord agrees the repair and remediation work will be completed in accordance with remediation protocols described in the mold report dated September 6, 2019, submitted into evidence by the Tenant.

4. The Tenant agrees to withdraw the Application as part of this settlement agreement.

This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*. I find it is appropriate in the circumstances to order that the Tenant is entitled to recover the filing fee paid to make the Application. I order that \$100.00 may be retained from a future rent payment at the Tenant's discretion.

Conclusion

The parties are ordered to comply with the terms of the settlement agreement described above.

If the repair and remediation work is not completed as agreed by the Landlord, the Tenant is at liberty to apply for further relief as appropriate, including a monetary order for money owed or compensation for damage or loss.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: November 5, 2019

Residential Tenancy Branch